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#### Contract Database Metadata Elements

Title: **New Hyde Park-Garden City Park Union Free School District and New Hyde Park-Garden City Park UFSD Clerical Unit, CSEA Local 1000, Nassau County Educational Local 865, AFSCME, AFL-CIO, (2007)**

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Union: **New Hyde Park-Garden City Park UFSD Clerical Unit, CSEA, AFSCME, AFL-CIO**

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WC 5694

# AGREEMENT

by and between the  
**BOARD OF EDUCATION**

of the  
**NEW HYDE PARK-GARDEN  
CITY PARK UNION FREE  
SCHOOL DISTRICT**

and  
**CSEA Local 1000 AFSCME,  
AFL-CIO**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



**New Hyde Park-Garden City Park UFSD Clerical Unit**  
**Nassau County Educational Local 865**

**July 1, 2007 - June 30, 2011**



6/18/07

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## **ARTICLE I. RECOGNITION**

The Board of Education of the New Hyde Park-Garden City Park Union Free School District (hereinafter "District"), hereby recognizes the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, and its New Hyde Park-Garden City Park Clerical Unit (hereinafter "Association") as the exclusive bargaining agent for the District's stenographers, clerks, clerk-typists, principal typist clerk and account clerks, excluding the secretary to the Superintendent, Business Manager, Assistant Business Manager and all other District employees.

## **ARTICLE II. PAYROLL DEDUCTIONS**

### **1. Dues**

A. Payroll deductions will be made for membership dues in the Association upon the written consent, in conformity with law, of any unit employee of the District and will be remitted to the Civil Service Employees Association, Inc., or to its duly authorized agent.

B. Dues shall be deducted in uniform amounts from each paycheck.

C. Upon request, the District will provide the Association annually with a list of employees who have voluntarily authorized dues deduction for the Association.

### **2. Insurance**

The District shall deduct regularly from the wages of each unit employee and remit to the Association, payment of premiums for the CSEA Group Life and/or CSEA Accident and Health Insurance. Checks representing dues should be payable to the Association, and any checks representing insurance premiums should be payable to the approved and designated insurance company, and sent to CSEA for those employees authorizing such deductions.

The Association shall have the right to designate a representative of the underwriters of the CSEA Life Insurance Company program to visit the employees covered under this agreement on the job for the purpose of explaining this protection and/or adjusting any claims, provided, however, that the appropriate District official is notified and total assurance is given him/her that no interruption in the work of the employee will be involved.

The District, and its employees as a group or individuals, are not responsible for the payment of initial premiums, subsequent premiums, registration of policy holders, reporting of claims, cancellation of policies, or for any matter whatsoever related in any way to policies issued under this article.

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3. Hold Harmless

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of actions or inactions taken or not taken by the District for the purpose of complying with any of the provisions of this Article requiring the District to make deductions and to forward same to the Association.

**ARTICLE III. CONDITIONS OF EMPLOYMENT**

1. Safety

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such hazards should be reported to the immediate supervisor who will in turn report this condition in writing to his or her superior for proper referral and rectification.

It shall be the duty of each clerical employee to familiarize himself/herself with the handbook "Procedures to be Followed in Case of Fire," as well as to familiarize himself/herself with procedures to be followed in case of other emergencies. The telephone numbers of the Fire Department, Police Department, as well as the school physician, must be clearly visible (pasted on or next to the secretary's telephone).

2. Work Week

- |    |                        |                     |
|----|------------------------|---------------------|
| A. | Senior Account Clerk   | - 12 month position |
|    | Account Clerk          | - 12 month position |
|    | Clerk Typist           | - 12 month position |
|    | Clerk                  | - 12 month position |
|    | Principal Typist Clerk | - 12 month position |

- |                 |   |
|-----------------|---|
| (1) Daily Hours | - 8:00 A.M. - 4:00 P.M. during September-June<br>- 9:00 A.M. - 3:00 P.M. during July and August |
|-----------------|---|

- |               |   |
|---------------|---|
| (2) Work Year | - July through June inclusive, except for school holidays and July 4th. |
|---------------|---|

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- B. Stenographer  
Principal Typist Clerk
- 11 month position
  - 11 month position
- (1) Daily Hours
- 8:00 A.M. – 4:00 P.M. during September-June
  - 9:00 A.M. – 3:00 P.M. during July and August
- (2) Work Year
- September through June inclusive, except for school holidays and July 4th, plus first five working days in July and the last ten working days in August. If July 4 falls on a Saturday, the holiday shall be celebrated on Friday, July 3. If July 4 falls on a Sunday, the holiday shall be celebrated on Monday, July 5.
- C. Stenographer  
Principal Typist Clerk  
Clerk
- 10 month position
  - 10 month position
  - 10 month position
- (1) Daily Hours
- 8:00 A.M. -4:00 P.M.
- The District may, upon mutual agreement of the administrator and Transportation Clerk, change the work day for the Transportation Clerk to begin at 7:30 a.m. and end at 3:30 p.m.
- (2) Work Year
- September through June inclusive, except for school holidays.

3. Notwithstanding the provisions in paragraph 2 (A-C) above, the School District, by its designee, shall have the right to adjust the starting and ending times of the clerical employees, up to an amount of time equal to the change in the starting and ending times of the school day for the students.

4. Clericals shall begin and end summer hours the day after school closes in June until the day school opens in September.



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5. Lunch - Coffee Break

A. An appropriate lunch period of one (1) hour shall be granted each employee.

B. A uniform coffee break not in excess of fifteen (15) minutes in the morning and in the afternoon, shall be provided.

6. Overtime/Holiday Pay

A. Monday through Friday inclusive

Beyond thirty-five (35) hours per week – Time and one-half (1-1/2) of the regular hourly rate of the employee, Monday through Friday inclusive. Saturday work shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly rate of the employee, Monday through Friday.

B. Holidays

Whether or not an individual works thirty-five (35) hours, the clerical employee will receive additional double time for hours worked on a paid holiday.

C. Sundays

Whether or not an individual works thirty-five (35) hours, the clerical employee will be paid double time for hours worked on a Sunday.

7. Credit for Prior Experience

Credit for prior experience may be granted to a new employee at the discretion of the District.

8. Vacations

A. Ten-Month Position

None beyond the holidays listed.

B. Eleven-Month Position

One (1) week vacation to begin after the last day worked in July, at conclusion of a full school year of employment (September – June).

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C. Twelve-Month Position

Two (2) weeks at conclusion of first year of employment. (Full school year of employment July - June). Three (3) weeks at the conclusion of third fiscal year of employment. Four (4) weeks at the conclusion of fourth fiscal year of employment.

D. Vacation credit shall be given to eleven (11) month employees who become twelve (12) month employees based on years of service.

<u>Employment at Conclusion of Fiscal Year</u>	<u>Vacation</u>
Less than one (1) year	One (1) day per month worked to a maximum of ten (10) vacation days
More than two (2) years but less than three (3) years	Fourteen (14) days vacation
More than three (3) years but less than four (4) years	Nineteen (19) days vacation

Upon retirement or resignation, a twelve (12) month employee who resigns before the end of the fiscal year shall receive a pro rata share of vacation as follows:

<u>Conclusion of Fiscal Years of Employment</u>	<u>Vacation Proration Months Worked</u>
Two (2) Years	One (1) day per month
Three (3) years	One and one-half (1-1/2) days per month
Four (4) years	Two (2) days per month

E. Central Administration and Business Office Personnel

- (1) Eleven (11) month employees will work a total of fifteen (15) days during the months of July and August. If July 4<sup>th</sup> falls on a weekend, they will work a total of fourteen (14) days. If July 4 falls on a Saturday, the holiday shall be celebrated on Friday, July 3. If July 4 falls on a Sunday, the holiday shall be celebrated on Monday, July 5.

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- (2) Vacation schedules shall be circulated no later than May 1st and completed by May 31st. All vacation requests will be granted where feasible.

F. Vacation Checks

Annual vacation will be paid together with the employee's last pay check prior to the start of approved vacation. Vacation checks for eleven (11) and twelve (12) month employees only.

G. Approval

Vacation schedules shall be approved prior to scheduling.

9. Holidays

As determined by school calendar, plus July 4th for eleven (11) and twelve (12) month employees. Regulations governing these days are:

- A. Ten-month position will not work on the days as determined by school calendar.

B. Eleven-month position does not contemplate work during the Spring and December vacations except when exceptional circumstances arise, in which event the employee shall be given as much notice as is reasonably possible under the circumstances. Compensation at the regular hourly rate.

C. The Senior Account Clerk and/or Account Clerk and/or Clerk (twelve-months) required to work during Easter vacation when the annual budget of the District is not in final form for presentation to the Board of Education for approval on the date of the beginning of the Easter vacation. Compensation shall be paid to the Senior Account Clerk and/or Account Clerk and/or Clerk for work during the Easter vacation at their prevailing hourly rates.

10. Replacing Absentees

In the event of an absence by a member of the unit, a good-faith effort will be made to get a substitute.

## ARTICLE IV. GRIEVANCE PROCEDURE

1. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present

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grievance free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definitions

A. A grievance is a claim by any employee or group of employees in the unit that the District has violated the collective bargaining agreement.

B. The term employee shall mean any part-time or full-time person employed under the conditions of this contract.

C. Aggrieved party shall mean any person or group of persons in this unit filing a grievance.

D. Administrator is the building principal.

E. Chief School District Officer is the Superintendent.

3. Procedures

A. The employee shall attempt first to satisfy his/her grievance by an informal conference with his/her immediate supervisor. The employee shall be informed within a period of five days of the determination of his/her informal grievance.

B. If the grievance has not been satisfactorily resolved by the informal conference, the employee shall request, in writing, a review and determination by the principal. Such a request shall be made to the principal in writing and shall include a specific statement of the grievance. Within five days of the receipt of this statement, the principal shall set a date for the meeting of the parties at the earliest possible opportunity. If the resulting informal conference fails to bring about a resolution of the grievance, the principal shall conduct a hearing and shall send a written report of his findings to all parties concerned within ten days of the completion of the hearing.

C. In the event the employee decides to appeal the decision of the principal, the employee shall request, in writing, a review and determination by the Superintendent of Schools. Upon receipt of such a written request for a review and determination, the Superintendent shall schedule a hearing to be held not more than five school days from the date of receipt of the request for such a review, with not less than two days' notice to the employee. The Superintendent shall review the record, and shall consider oral and written statements deemed relevant by the parties.

Determination of the hearing shall be made promptly, and in any event, within ten school days from the date of the conclusion of the hearing. Written notice shall be given the

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employee of such determination.

D. The employee shall have the further right to appeal the decision of the Superintendent to the Board of Education, providing such employee shall direct a written notice of appeal to the President of the Board of Education within a period of ten school days from the date of receipt of the decision of the Superintendent. A copy of the notice of appeal shall likewise be directed to the Superintendent, who shall thereupon forward to the President of the Board all records of the hearing held by him. The Board of Education shall set a date for a hearing, to be held not more than thirty days from the receipt of the Notice of Appeal and upon not less than five days' notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee or the Superintendent. Both the employee and the Superintendent may appear personally before the Board.

The Board of Education shall render its decision promptly, in any event, not more than thirty days from the date of the conclusion of the hearing and shall notify the employee and the Superintendent in writing thereof.

4. If the matter is not resolved to the satisfaction of the aggrieved party with the Board of Education, the employee may appeal through standard channels within the Government of the County (Nassau) and the State (New York) established for such purposes.

#### **ARTICLE V. PROMOTIONS**

1. All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards and all qualified unit personnel shall be given adequate opportunity to make application for such positions.

2. Salary to be compensated on a lateral move.

#### **ARTICLE VI. PROTECTION OF UNIT EMPLOYEES**

1. "... each board of education, . . . shall provide an attorney or attorneys for, and pay such attorneys' fees and expenses necessarily incurred in the defense of a . . . employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment." (New York Education Law, 1960 Cumulative Supplement, Article 61, Section 3028.)

2. A. Transfers may be honored on a seniority basis where they do not substantially affect working conditions.

B. Meetings between officers of the Union and the Superintendent or his/her

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designee will be held at the request of either side. Such a meeting will be held within five working days of the date of request to discuss mutual problems. All meetings will be held during nonworking hours.

#### **ARTICLE VII. ON-THE-JOB INJURIES**

On-the-job injuries must be reported in accordance with the regulations of the District, the insurance company and the Compensation Board. Employees will be compensated for days absent because of injuries incurred, (and properly reported) on the job as follows:

1. By the District at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of the injury.

It is understood that such payment for the days absent shall not exceed the number of days authorized for absence for an on-the-job injury by the Compensation Board.

2. The number of accumulated sick days will not be reduced because of such payments; and
3. The employee will return to the District any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under No. 1 above; and
4. The employee will retain compensation received from the insurance carrier for days absent (as a result of on-the-job injury) in excess of those for which the District has compensated him/her as in No. 1 above; and
5. The employee shall retain any award granted by the insurance carrier and/or the Compensation Board in excess of No. 3 above.

Upon recommendation of the Superintendent, the District may require complete examination of an injured employee by a licensed physician at any time following the alleged injury.

#### **ARTICLE VIII. INSURANCE**

1. The District agrees to remain a participating employer in all options of the Empire Plan with all enhancements for the employee and his/her immediate family. However, notwithstanding the foregoing, the District has the right to change health insurance plans or carriers as long as any new plan is the equivalent or better than the current plan being provided.
2. The District shall pay the premium for individual and dependent coverage for one of the two (2) existing plans selected by the eligible employee, except that all employees shall contribute five percent (5%) of the premium cost or one percent (1%) of the employee's base salary, whichever is less. Employees hired for a clerical position on or after July 1, 2007 shall contribute 10% toward

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the premium cost for individual or family coverage, as applicable.

3. Hospitalization Required During Vacation

Employees who require hospitalization for a major illness during a vacation may use their sick time in lieu of a vacation and take the vacation at another time, to be scheduled by the Business Manager. Under no circumstances will the vacation time be added to cumulative sick days. It must be taken during the fiscal year in which the illness occurs or credit for it will be terminated.

4. Health Insurance Declination

Effective July 1, 1990 and each July 1 thereafter, a unit employee may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination, the unit employee will receive a bonus equal to one-half the savings to the District but no more than seven hundred fifty dollars (\$750) if the unit employee declines individual coverage and one thousand five hundred dollars (\$1,500) if the unit employee declines family coverage. If a unit employee who currently has family coverage switches to single coverage, the unit employee will receive a bonus equal to seven hundred fifty dollars (\$750) on the anniversary date of this declination. The unit employee may elect to reinstitute coverage prior to the end of the year with the consent of the carrier, but the unit employee shall not be eligible for the bonus unless the declination is in effect for one year.

5. Retiree Health Insurance Coverage.

Unit members hired on or after July 1, 2004 shall not be eligible for health insurance coverage through the District in retirement unless they have at least 10 years of service in the District and are otherwise eligible for coverage pursuant to the rules, policies, procedures and by-laws of the Empire Plan and the District. In addition, employees hired for a clerical position on or after July 1, 2007 shall contribute 10% toward the premium cost for individual or family coverage, as applicable, in retirement.

6. Quarantine

Employees absent by reason of quarantine imposed by doctor's order due to illness caused by a contagious disease of a resident member of a household will submit a doctor's certificate explaining the order. Absence will be approved for duration of quarantine. The Superintendent of Schools shall receive medical certification of the clerical employee's physical ability to perform his/her duties prior to the time the clerical employee returns from this absence.

7. Dental Insurance

The CSEA Horizon dental insurance program will be provided for the period July 1, 2007

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through June 30, 2011.

8. The CSEA Platinum 12 Family Optical Insurance Program will be provided on the first day of the month after the contract is approved by the Board of Education through June 30, 2011.

9. Disability Insurance

The School District shall provide New York State disability insurance.

10. Child-Bearing and/or Child-Rearing

A. Child-Bearing

- (1) A clerical who is medically unable to fully perform the role of the clerical due to pregnancy or a pregnancy-related illness may utilize sick leave provisions in the same way as any other clerical employee who is ill.
- (2) The Superintendent of Schools shall receive the required medical certification of the clerical employee's physical ability to perform her duties prior to the time the clerical employee returns from this leave.

B. Child-Rearing Leave

- (1) The District shall grant clerical employees a child-rearing leave of absence upon written notification to the Superintendent of Schools at least two (2) months before the leave is scheduled to begin. The leave of absence shall be without pay and the step increment will not accrue. The leave shall commence and end at a date mutually agreed upon by the District and the employee. In the event of a disagreement as to when the leave shall end, the clerical employee shall return at the start of the next semester. In the event of a disagreement as to when the leave shall start, the leave shall begin not later than the time that the individual is physically unable to perform her duties.
- (2) A child-rearing leave may be extended up to two (2) full years and the clerical employee shall return on the date immediately preceding the opening day of school or any date mutually agreed upon by the District and the Association.
- (3) Child-rearing leave may begin prior to the birth of the child.
- (4) Child-rearing leave may be utilized for adoption of children up to school age.



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C. Returning From Leave

- (1) All benefits and rights accumulated prior to the effective date of the leave of absence shall be resumed upon return to service except that this will not conflict with other portions of the contract.
- (2) Seniority and salary increments shall not accrue to persons on child-rearing leave.

11. Flexible Spending Plan.

The District shall offer a flexible spending plan for health care expenses and dependent care expenses.

**ARTICLE IX. ARMED FORCES SERVICE CREDIT**

Employees who have served in the Armed Forces of the United States shall be entitled to veterans' credits as provided under the law.

**ARTICLE X. RETIREMENT**

Benefits of the New York State Employees Retirement System, as described in Section 75-I (noncontributory, retroactive to 1938) are available to all eligible members.

**ARTICLE XI. ABSENCES**

1. Permitted Absences

Thirteen (13) school days absence without salary deduction shall be permitted annually for purposes indicated below. (A half-time employee on annual salary is allowed thirteen (13) half days.)

A. Personal Illness (Other than injury sustained while performing scheduled duties)

All school personnel, absent for a period of four (4) consecutive days or more because of illness shall be required to present a doctor's certificate to the Business Office of the District. An employee who has used all his/her sick days for the year, with permission of the Superintendent, may make use of unused business days for that year as additional sick leave days.

B. In the event that the employee has used up his/her business days for the school year, up to five (5) days of sick leave may be used for death or illness in the immediate family. Immediate family consists of parent, child, brother, sister, grandparent, grandchild, spouse, mother and father-in-law, or any relative residing in the personal household of the employee.

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Unused days shall be cumulative without limit and as accumulated are to be utilized for the purpose of illness only. Absence on school days beyond credited days will result in a deduction in salary equal to the usual number of hours worked per day by the employee, times the hourly rate.

2. Business Days

A maximum of three (3) days for the purpose of personal business shall be allowed each school year. A half-time employee on annual salary is allowed three (3) half days. Application for such leave shall be made to the Superintendent on the attached form, and when practicable, shall be submitted at least three (3) days prior to the day or days requested. The Superintendent shall have the authority to accept or reject the request.

An aggregate of fifteen (15) days of the unused thirteen (13) days permitted for personal illness and the three (3) days permitted for business may be accumulated each school year. The accumulated business days may not be used for absence for any reason other than specified in 1A. above, but may be used only for the purpose of financial compensation as detailed under Terminal Pay Upon Retirement.

3. Terminal Pay Upon Retirement or Death While Employed by the District

At the time of retirement or in the event of death while still employed by the District, the employee will be reimbursed for accumulative sick and business days as follows: For those with fifteen (15) years or less service, twenty-five (25%) percent times the number of accumulative sick and business days times 1/200th of annual salary of said employee during the last year of actual service to a maximum of fifty (50) days' pay; for those with more than fifteen (15) years of service, thirty (30%) percent times the total number of accumulative sick and business days, times 1/200th of annual salary of said employee during the last year of actual service to a maximum of sixty (60) days' pay. Employees will give the Superintendent of Schools two months' written notice prior to retirement, absent an unusual and unforeseen change in circumstances. Failure to provide this notice shall result in a delay of payment of terminal pay by the length of the notice that was not provided. For each additional month of prior written notice of retirement, employees shall receive payment for an additional day, for up to an additional four days.

4. Jury Duty

Notice of jury duty must be submitted to the Superintendent. Days absent for jury duty will not be charged against either sick days or business days. Employees will be paid in full by the District. Employees shall request on-call jury service where it is available.

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5. Court of Governmental Agency Appearance

The number of days necessary will be allowed without loss of pay when the employee's attendance is at the request of or on behalf of the District.

6. Medical Examinations

Medical examinations are held on school time.

7. Leave For Serious Illness

A leave of absence of up to one school year may be granted by the District at its discretion, with half pay, to a member of the clerical unit for reasons of poor health. This leave will be granted only when the necessity thereof is certified by the school physician. A clerical unit member on leave shall not receive compensation in any other employment during the period of such leave. The period of such leave shall count as regular employment in the School District for all purposes. The Superintendent of Schools shall receive medical certification of the clerical employee's physical ability to perform his/her duties prior to the time the clerical employee returns from this leave.

8. Bereavement Leave

The District shall allow up to five (5) days for bereavement leave for an employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or any relative residing in the personal household of the employee.

**ARTICLE XII. LIFE INSURANCE**

A Five Thousand (\$5,000) dollar term life insurance policy shall be provided to each full-time employee who is a member of this unit, with an insurance company selected by the District with the premium therefor to be paid by the District.

**ARTICLE XIII. CREDIT UNION**

Upon written authorization of a unit employee, the District will deduct from the employee's paycheck, the amount of money authorized by the employee, and pay said money to the Credit Union on the employee's behalf. The authorization shall include a release indemnifying, saving and holding the District and any and all of its employees, representatives, officers and or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability, including legal expenses, that may arise out of, or by reason of, any action taken or not taken by the Board or any of its employees for the purpose of complying with this payroll deduction agreement and/or the law.

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#### ARTICLE XIV. SALARY GUIDES

A. Salary:

Effective July 1, 2007, each step of the 2006-2007 salary schedule shall be increased by 3%; the salary and longevity schedule shall be as per the attached Appendix A.

Effective July 1, 2008, each step of the 2007-2008 salary schedule shall be increased by 3%; the salary and longevity schedule shall be as per the attached Appendix B.

Effective July 1, 2009, step 1 of the 2008-2009 salary schedule shall be eliminated and each remaining step of the 2008-2009 salary schedule shall be increased by 3%; any unit member who was on Step 1 of the schedule on June 30, 2009 shall be placed on Step 2 of the new 2009-2010 salary schedule; the salary and longevity schedule shall be as per the attached Appendix C.

Effective July 1, 2010, step 1 of the 2009-2010 salary schedule shall be eliminated and each remaining step of the 2009-2010 salary schedule shall be increased by 3%; any unit member who was on Step 1 of the 2009-2010 salary schedule shall be placed on step 2 of the new 2010-2011 salary schedule; the salary and longevity schedule shall be as per the attached Appendix D.

B. Longevity:

Effective July 1, 2001, the longevity schedule shall be:

15 years	\$400
20 years	\$400
25 years	\$450

Effective July 1, 2001, the 10th year longevity shall be eliminated. However, employees who are on step 10 or higher as of July 1, 2001 shall continue to receive the 10 year longevity.

C. AED Resource Persons: The Superintendent of Schools shall have the discretion to offer stipends for work performed as AED Resource Persons and if the Superintendent chooses to offer a stipend, the amount of the stipend. Any stipend for this work shall be no less than that offered to employees in the Teachers' bargaining unit for the same work.

#### ARTICLE XV. PERSONNEL FILES

Only one personnel file will be maintained for each employee. Other files, such as payroll, hospitalization, etc., will of course be continued.

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The employee shall have the right to examine his/her file in the presence of the Business Manager. At the request of the employee, items may be removed from the file for copying by the Business Manager. Under no circumstances may the employee remove the file or its contents from the office.

Derogatory matters will not be entered in an employee's file until the employee has read and signed a copy of the entry or, if the employee refuses or fails to sign the entry, after the refusal or failure to sign the entry is documented in accordance with the following procedure by the individual who provided the employee with a copy of the entry. Such documentation shall include the date, time and place the employee was provided with a copy of the entry, the person providing the copy, the names of any witnesses, and details about the employee's refusal or failure to sign the entry. The documentation, with a copy of the entry attached, shall be sent to the employee's last home address on file with the District by certified mail, return receipt requested. Upon mailing in accordance with these procedures, the documentation and entry may be placed in the employee's file, even if it is returned to the District as undeliverable or the return receipt is not returned. The employee's signature on such record represents only that he/she has read the material, not that he/she agrees with it. The employee may prepare an answer to the derogatory matter for his/her file. Any answer must be submitted with 15 business days of being shown the material and shall be reviewed and initialed by the Superintendent or his/her designee and attached to the file copy.

Credentials pertaining to an employee's education and service (personal and professional references) prior to his/her employment will be marked confidential and placed on the left side of the personnel folder and may not be inspected by the employee.

#### **ARTICLE XVI. TRANSFER AND REASSIGNMENT**

Employees may request transfer from one building to another. Employees will be reassigned according to Civil Service regulations (and the employee's seniority shall be considered by the Administration when interschool transfers are made).

Employees may be transferred for the good of the District. Under such circumstances, the employee may request and receive an appointment to discuss the matter with the Superintendent.

#### **ARTICLE XVII. ASSOCIATION BUSINESS**

1. Standard procedures will be followed to reserve District facilities for meetings, which must be held during nonworking hours.
2. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Association, for the purpose of posting material dealing with proper and legitimate Association business.
3. The President of the unit shall be given one copy of the minutes of the public meetings of the

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Board of Education.

4. The President of the unit shall be notified of any new annuity company approved by the District.
5. The School District will provide the President of the unit with a current list of all unit members and their salaries, at the beginning of each school year.

#### **ARTICLE XVIII. MUTUALITY OF OBLIGATION**

1. In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.
2. All activities connected with this contract, including processing of grievances, shall be conducted during reasonable hours.
3. Present Administrative procedures regarding the presence of unauthorized personnel on school grounds will be maintained.

#### **ARTICLE XIX. MISCELLANEOUS**

1. Unit employees will be entitled to receive annually, a form that lists the employee's accumulated sick and business days.
2. The School District has the discretion to offer direct deposit to the unit employees for their paychecks.

#### **ARTICLE XX. DURATION**

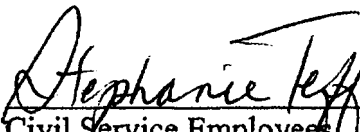
1. The provision of this contract shall remain in full force and effect until June 30, 2011. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2011.
2. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.
3. The parties expressly acknowledge that during the negotiations which resulted in this contract, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth completely in this contract, and this contract supersedes any and all prior agreements and understandings, whether verbal or written, between the parties.

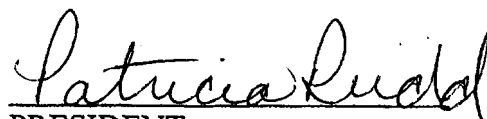
6/18/07

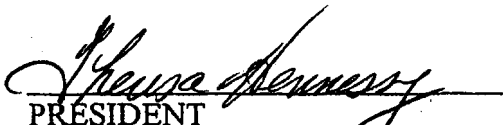
4. In accordance with Civil Service (Taylor) Law, as amended by Section 204-a-1 and enacted by the 1969 Legislature:


IT IS AGREED BY AND BETWEEN THE  
PARTIES THAT ANY PROVISION OF  
THIS AGREEMENT REQUIRING  
LEGISLATIVE ACTION TO PERMIT ITS  
IMPLEMENTATION BY AMENDMENT  
OF LAW OR BY PROVIDING THE  
ADDITIONAL FUNDS THEREFOR,  
SHALL NOT BECOME EFFECTIVE  
UNTIL THE APPROPRIATE  
LEGISLATIVE BODY HAS GIVEN  
APPROVAL.

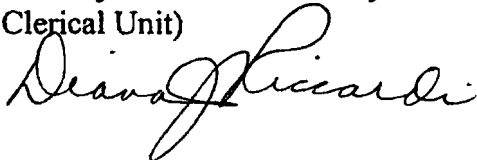
IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 30 day of  
June, 2007.

 7/11/07  
Civil Service Employees  
Association, Inc.,  
Local 1000, AFSCME, AFL-CIO,  
and its New Hyde Park-Garden  
City Park Clerical Unit

  
PRESIDENT  
Board of Education, New Hyde  
Park-Garden City Park Union  
Free School District

  
PRESIDENT  
New Hyde Park-Garden City Park  
Clerical Unit)

  
SUPERINTENDENT  
New Hyde Park-Garden City  
Park Union Free School District



**Schedule A  
Clerical/Secretarial Schedule**

2007-2008									
Step	Class II Clerk 12	Class II Clerk 11	Class II Clerk 10	Class II Typist/ Clerk 12	Class II Typist/ Clerk 11	Class II Typist/ Clerk 10	Class III Principal Typist/ Clerk 12	Class III Principal Typist/ Clerk 11	Class III Principal Typist/ Clerk 10
1	24,898	22,821	20,748	25,588	23,456	21,324	33,047	30,293	27,539
2	26,047	23,677	21,706	26,773	24,542	22,311	34,574	31,693	28,812
3	27,311	25,035	22,759	28,068	25,729	23,390	36,249	33,228	30,207
4	28,639	26,253	23,866	29,433	26,981	24,528	38,007	34,840	31,673
5	29,763	27,284	24,809	30,563	28,016	25,469	39,477	36,187	32,897
6	31,232	28,690	26,027	32,053	29,382	26,710	40,271	36,915	33,559
7	32,949	30,204	27,458	33,769	30,955	28,140	42,260	38,738	35,217
8	34,763	31,866	28,969	35,606	32,639	29,672	43,721	40,077	36,434
9	36,573	33,525	30,478	37,424	34,305	31,187	45,129	41,368	37,607
10	37,912	34,753	31,593	38,784	35,552	32,320	46,574	42,692	38,811
11	39,527	36,233	32,959	40,406	37,039	33,672	48,720	44,660	40,600
12	40,321	36,961	33,601	41,214	37,780	34,345	49,694	45,553	41,412
13	40,926	37,518	34,105	41,832	38,346	34,860	50,440	46,237	42,033
14	41,539	38,078	34,616	42,460	38,921	35,383	51,196	46,930	42,664

Step	Class IV Stenographer 12	Class IV Stenographer 11	Class IV Stenographer 10	Class V AC Clerk 12	Class V AC Clerk 11	Class V AC Clerk 10	Class VI Senior AC Clerk 12	Class VI Senior AC Clerk 11	Class VI Senior AC Clerk 10
1	33,047	30,293	27,539	32,966	30,219	27,472	38,503	35,295	32,086
2	34,574	31,693	28,812	34,486	31,613	28,769	40,283	36,926	33,569
3	36,249	33,228	30,207	36,159	33,146	30,133	42,239	38,719	35,199
4	38,007	34,840	31,673	37,949	34,754	31,594	44,288	40,597	36,907
5	39,477	36,187	32,897	39,284	36,014	32,737	45,981	42,149	38,318
6	40,271	36,915	33,559	40,712	37,319	33,926	47,678	43,705	39,731
7	42,260	38,738	35,217	42,936	38,625	35,114	49,376	45,261	41,147
8	43,721	40,077	36,434	43,564	39,934	36,303	51,072	46,816	42,560
9	45,129	41,368	37,607	45,099	41,340	37,582	52,767	48,370	43,972
10	46,574	42,692	38,811	46,625	42,740	38,854	54,462	49,924	45,385
11	48,720	44,660	40,600	48,065	44,060	40,046	56,159	51,479	46,799
12	49,694	45,553	41,412	49,016	44,931	40,846	57,280	52,507	47,734
13	50,440	46,237	42,033	49,750	45,604	41,458	58,140	53,295	48,450
14	51,196	46,930	42,664	50,487	46,289	42,081	59,012	54,094	49,176

**Longevity Steps**

15th year of service - \$400 additional  
20th year of service - \$400 additional  
25th year of service - \$450 additional

Employees on step 10 or higher as of 7/1/01 shall continue to receive a  
10th Year of Service Longevity of \$250

\*After an employee completes the top step on the salary schedule, he/she shall be entitled to a one-time, lump-sum payment of \$500, less statutory deductions. Once an employee receives this one-time, lump-sum payment, he/she shall not be entitled to receive it again even if he/she completes a new top step on the salary schedule. The one-time payment shall not be added to the employee's base salary.



**Schedule B  
Clerical/Secretarial Schedule**

**2008-2009**

Step	Class I Clerk 12	Class I Clerk 11	Class I Clerk 10	Class II Typist/ Clerk 12	Class II Typist/ Clerk 11	Class II Typist/ Clerk 10	Class III Principal Typist/ Clerk 12	Class III Principal Typist/ Clerk 11	Class III Principal Typist/ Clerk 10
1	25,642	23,506	21,369	26,356	24,160	21,963	34,039	31,202	28,366
2	26,829	24,593	22,357	27,576	25,278	22,980	35,612	32,644	29,676
3	28,130	25,786	23,442	28,910	26,500	24,091	37,336	34,225	31,113
4	29,499	27,040	24,582	30,316	27,790	25,264	39,147	35,885	32,623
5	30,857	28,102	25,548	31,480	28,857	26,233	40,881	37,273	33,884
6	32,169	29,489	26,808	33,014	30,263	27,512	41,479	38,023	34,566
7	33,938	31,110	28,281	34,782	31,883	28,985	43,528	39,900	36,273
8	35,805	32,822	29,838	36,674	33,618	30,562	45,032	41,280	37,527
9	37,670	34,531	31,492	38,547	35,335	32,122	46,482	42,609	38,735
10	39,049	35,795	32,541	39,947	36,618	33,289	47,971	43,973	39,976
11	40,713	37,320	33,928	41,618	38,150	34,682	50,181	46,000	41,818
12	41,530	38,070	34,609	42,451	38,913	35,376	51,185	46,919	42,654
13	42,154	38,641	35,129	43,087	39,497	35,906	51,953	47,624	43,294
14	42,786	39,220	35,655	43,733	40,089	36,445	52,732	48,338	43,943

Step	Class IV Stenographer 12	Class IV Stenographer 11	Class IV Stenographer 10	Class V AC Clerk 12	Class V AC Clerk 11	Class V AC Clerk 10	Class VI Senior AC Clerk 12	Class VI Senior AC Clerk 11	Class VI Senior AC Clerk 10
1	34,039	31,202	28,366	34,955	32,128	28,296	39,659	36,354	33,049
2	35,612	32,644	29,676	35,521	32,551	29,601	41,492	38,034	34,576
3	37,336	34,225	31,113	37,244	34,140	31,037	43,506	39,881	36,255
4	39,147	35,885	32,623	39,051	35,795	32,542	45,617	41,815	38,014
5	40,661	37,273	33,884	40,463	37,091	33,719	47,361	43,414	39,467
6	41,479	38,023	34,566	41,939	38,439	34,944	49,108	45,016	40,923
7	43,528	39,900	36,273	43,400	39,784	36,166	50,857	46,619	42,381
8	45,032	41,280	37,527	44,871	41,132	37,392	52,604	48,220	43,836
9	46,482	42,609	38,735	46,452	42,580	38,740	54,350	49,821	45,292
10	47,971	43,973	39,976	48,024	44,022	40,020	56,096	51,421	46,747
11	50,181	46,000	41,818	49,495	45,372	41,247	57,843	53,023	48,203
12	51,185	46,919	42,654	50,488	46,279	42,032	58,999	54,082	49,166
13	51,953	47,624	43,294	51,243	46,972	42,702	59,885	54,894	49,904
14	52,732	48,338	43,943	52,012	47,687	43,349	60,782	55,717	50,652

**Longevity Steps**

15th year of service - \$400 additional  
20th year of service - \$400 additional  
25th year of service - \$450 additional

Employees on step 10 or higher as of 7/1/01 shall continue to receive a  
10th Year of Service Longevity of \$250

\* After an employee completes the top step on the salary schedule, he/she shall be entitled to a one-time, lump-sum payment of \$500, less statutory deductions. Once an employee receives this one-time, lump-sum payment, he/she shall not be entitled to receive it again even if he/she completes a new top step on the salary schedule. The one-time payment shall not be added to the employee's base salary.

**Schedule C  
Clerical/Secretarial Schedule  
2009-2010**

2008/9 Step	Class I Clerk 12	Class I Clerk 11	Class I Clerk 10	Class II Typist/ Clerk 12	Class II Typist/ Clerk 11	Class II Typist/ Clerk 10	Class III Principal Typist/ Clerk 12	Class III Principal Typist/ Clerk 11	Class III Principal Typist/ Clerk 10	2009/10 Step
1										1
2	27,634	25,331	23,028	28,403	26,036	23,669	36,680	33,623	30,567	2
3	28,974	26,559	24,145	29,777	27,295	24,814	38,456	35,251	32,047	3
4	30,383	27,852	25,320	31,226	28,624	26,021	40,322	36,961	33,601	4
5	31,157	28,945	26,314	32,424	29,722	27,020	41,881	38,391	34,901	5
6	33,135	30,473	27,602	34,005	31,171	28,337	42,724	39,163	35,603	6
7	34,956	32,048	29,307	35,825	32,840	29,854	44,834	41,097	37,361	7
8	36,880	33,806	30,733	37,774	34,627	31,479	46,383	42,518	38,653	8
9	38,801	35,567	32,334	39,703	36,395	33,086	47,877	43,887	39,897	9
10	40,221	36,869	33,517	41,146	37,717	34,288	49,410	45,292	41,175	10
11	41,934	38,440	34,945	42,867	39,294	35,722	51,687	47,380	43,072	11
12	42,776	39,212	35,647	43,724	40,081	36,437	52,720	48,327	43,934	12
13	43,419	39,801	36,182	44,380	40,682	36,983	53,512	49,053	44,593	13
14	44,069	40,397	36,724	45,045	41,292	37,538	54,314	49,788	45,262	14

2008/9 Step	Class IV Stenographer 12	Class IV Stenographer 11	Class IV Stenographer 10	Class V AC Clerk 12	Class V AC Clerk 11	Class V AC Clerk 10	Class VI Senior AC Clerk 12	Class VI Senior AC Clerk 11	Class VI Senior AC Clerk 10	2009/10 Step
1										1
2	36,680	33,623	30,567	36,587	33,530	30,489	42,737	39,175	35,614	2
3	38,456	35,251	32,047	38,361	35,165	31,968	44,812	41,077	37,343	3
4	40,322	36,961	33,601	40,222	36,870	33,518	46,985	43,070	39,154	4
5	41,881	38,391	34,901	41,677	38,204	34,731	48,782	44,716	40,651	5
6	42,724	39,163	35,603	43,491	39,991	36,593	50,581	46,366	42,151	6
7	44,834	41,097	37,361	45,702	41,977	38,752	52,383	48,018	43,653	7
8	46,383	42,518	38,653	47,247	43,655	39,514	54,182	49,667	45,151	8
9	47,877	43,887	39,897	48,845	45,358	41,874	55,980	51,315	46,650	9
10	49,410	45,292	41,175	49,484	46,342	42,220	57,779	52,964	48,149	10
11	51,887	47,380	43,072	50,981	47,839	43,484	59,579	54,614	49,649	11
12	52,720	48,327	43,934	52,001	48,667	43,934	60,769	55,705	50,841	12
13	53,512	48,053	44,593	52,780	49,881	43,983	61,681	56,541	51,401	13
14	54,314	49,788	45,262	53,572	49,108	44,643	62,606	57,388	52,171	14

**Longevity Steps**

15th year of service - \$400 additional  
20th year of service - \$400 additional  
25th year of service - \$450 additional

Employees on step 10 or higher as of 7/1/01 shall continue to receive a  
10th Year of Service Longevity of \$250

\* After an employee completes the top step on the salary schedule, he/she shall be entitled to a one-time, lump-sum payment of \$500, less statutory deductions. Once an employee receives this one-time, lump-sum payment, he/she shall not be entitled to receive it again even if he/she completes a new top step on the salary schedule. The one-time payment shall not be added to the employee's base salary.

**Schedule D  
Clerical/Secretarial Schedule**

2010-2011										2010/11 Step
Class I Clerk 12	Class I Clerk 11	Class I Clerk 10	Class II Typist/ Clerk 12	Class II Typist/ Clerk 11	Class II Typist/ Clerk 10	Class III Principal Typist/ Clerk 12	Class III Principal Typist/ Clerk 11	Class III Principal Typist/ Clerk 10		
2009/10 Step										
1										
2	29,843	27,356	24,869	30,670	28,114	25,558	39,610	36,309	33,008	1
3	31,295	28,687	26,079	32,163	29,482	26,802	41,531	38,070	34,609	2
4	32,524	29,814	27,103	33,397	30,614	27,831	43,137	39,543	35,948	3
5	34,129	31,285	28,440	35,025	32,106	29,187	44,005	40,338	36,671	4
6	36,005	33,004	30,004	36,900	33,825	30,750	46,179	42,330	38,482	5
7	37,986	34,820	31,655	38,908	35,665	32,423	47,775	43,794	39,812	6
8	39,985	36,834	33,304	40,894	37,486	34,079	49,313	45,204	41,094	7
9	41,427	37,975	34,523	42,380	38,848	35,317	50,892	46,651	42,410	8
10	43,193	39,593	35,994	44,153	40,473	36,794	53,237	48,801	44,364	9
11	44,060	40,388	36,771	45,036	41,283	37,530	54,302	49,777	45,252	10
12	44,724	40,995	37,268	45,711	41,902	38,093	55,117	50,524	45,931	11
13	45,391	41,609	37,826	46,397	42,530	38,664	55,944	51,282	46,620	12

2009/10 Step	Class IV Stenographer	Class IV Stenographer	Class IV Stenographer	Class V AC Clerk	Class V AC Clerk	Class V AC Clerk	Class VI Senior AC Clerk	Class VI Senior AC Clerk	Class VI Senior AC Clerk	2010/11 Step
	12	11	10	12	11	10	12	11	10	
1										
2	39,610	36,309	33,008	39,512	36,219	32,927	46,156	42,310	38,463	1
3	41,531	38,070	34,609	41,429	37,976	34,524	48,395	44,362	40,329	2
4	43,137	39,543	35,948	42,927	39,350	35,702	50,245	46,058	41,871	3
5	44,005	40,338	36,671	44,487	40,780	37,072	52,099	47,757	43,416	4
6	46,179	42,330	38,482	46,043	42,206	38,370	53,955	49,458	44,962	5
7	47,775	43,794	39,812	47,603	43,636	39,669	55,807	51,157	46,506	6
8	49,313	45,204	41,094	49,280	45,174	41,067	57,660	52,855	48,050	7
9	50,892	46,651	42,410	50,948	46,703	42,457	59,512	54,553	49,594	8
10	53,237	48,801	44,364	52,511	48,135	43,759	61,366	56,252	51,138	9
11	54,302	49,777	45,252	53,561	49,097	44,634	62,592	57,376	52,160	10
12	55,117	50,524	45,931	54,363	49,833	45,303	63,532	58,237	52,943	11
13	55,944	51,282	46,620	55,179	50,581	45,983	64,484	59,110	53,736	12

**Longevity Steps**

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20th year of service - \$400 additional  
25th year of service - \$450 additional

Employees on step 10 or higher as of 7/1/01 shall continue to receive a  
10th Year of Service Longevity of \$250

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6/18/07

**SCHEDULE E**

NEW HYDE PARK - GARDEN CITY PARK UNION FREE SCHOOL DISTRICT

Date: \_\_\_\_\_ School/Office: \_\_\_\_\_

To: Dr. Regina Cohn  
Superintendent of Schools  
New Hyde Park-Garden City Park U.F.S.D.

From \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Subject: LEAVE WITH PAY FOR PERSONAL BUSINESS

Date(s) Requested: \_\_\_\_\_

I am requesting leave with pay for the following reason, as defined in the contract between the New Hyde Park-Garden City Park Union Free School District and the Union.

\_\_\_\_\_ Legal \_\_\_\_\_ Religious

\_\_\_\_\_ Household \_\_\_\_\_ Family

All requests for personal business days shall be submitted at least three (3) days prior to day(s) requested whenever practicable and must be approved by the Superintendent.

APPROVED \_\_\_\_\_  
Superintendent

